

AG Contract No. KR03 1325TRN
ADOT ECS File: JPA 03-006
Project: TEA-260-C(003)A
TRACS: 260 NA 350 H6214 01D, 01C
Item No.: 75603
Section: SR 260 Lakeside Village Streetscape
Sidewalk and Landscaping Improvements

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PINETOP-LAKESIDE

THIS AGREEMENT is entered into 9 December, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), and the TOWN OF PINETOP-LAKESIDE, acting by and through its MAYOR and Town Council (the "Town")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town

3. Congress has authorized appropriations for, but not limited to twelve eligible categories of transportation enhancement activities.

4. Such project within the boundary of the Town has been selected by the Town; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5. The State and the Town wish to participate in the design, construction of streetscape on SR 260 through Lakeside Village in the Town of Pinetop-Lakeside. The project will include relocating sidewalks, installing landscape, pedestrian street lighting along with street furniture on both sides of SR 260 from Rhoton Street to Woodland Road, hereinafter referred to as the "Project". The Project is estimated at \$847,685.00 all at State and Federal expense. The State will design and construct and the Town will provide water and electrical power for the pedestrian lighting and maintenance for the Project.

NO. 26473
Filed with the Secretary of State
Date Filed: 12/09/03

Janice K. Brewer
Secretary of State

By: Dwight D. Graenewald

Design Tracs No.: H621401D

Estimated Design Costs:	\$ 85,123.00
Federal-aid Estimated Funds @ 94.3%	\$ 80,270.99
State Estimated Funds @ 5.7%	\$ 4,852.00

Construction Tracs No.: H621401C

Estimated Construction Costs:	\$ 762,562.00
Federal-aid Estimated Funds @ 94.3%	\$ 719,095.96
State Estimated Funds @ 5.7%	\$ 43,466.04
Total Estimated Design & Construction Costs:	\$ 847,685.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

b. Approve the Project if such Project construction funds are available by FHWA for construction of the Project. The Town will and does hereby designate the State as authorized agent for the Town. The State with the aid and consent of the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the State, enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Such Project is to be performed, completed, accepted and paid for in accordance with the requirements of applicable standards and guidelines. Enter into a Project Agreement with FHWA on behalf of the Town covering the work embraced in said construction contract and will request the authorized maximum federal funds available including construction engineering and administration costs.

c. Prepare design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town review comments.

d. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason on the Project attributable to the State.

e. After the Towns concurrence of the plans, the Project will be constructed by the State, using State and Federal funds

2. The Town will:

a. Review the design documents and provide comments

b. If needed, acquire the necessary rights-of-way required for Project construction and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bids. Remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area and hereby certifies that all obstructions and encroachments have been or will be removed prior to the start of construction

c. Furnish all water for landscaping installation, a point of connection (POC) for the irrigation system, if necessary, and all water necessary to maintain the landscaping, all at the Town's expense. The town will also provide an electrical (POC) to the Project area for the purpose of providing power for the pedestrian lighting and the necessary electrical power to operate the irrigation system.

d. Provide for, at its own costs and as an annual item in its budget, water and electrical services for the pedestrian lighting and maintenance for the Project.

e. At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, the Town will maintain the landscaping including all testing, adjusting, repairing and operation of the irrigation system

f. Hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices. This includes keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project.

g. The Town will not make any changes, additions, or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

h. Allow free public access to the Project improvements during normal business hours.

i. Install an ADOT-provided plaque identifying the project as part of the Transportation Enhancement Program

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect until completion of said Project and any reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, electrical power and water services for the landscaping shall be perpetual, unless assumed by another competent entity. Further the agreement may be cancelled by the State at any time prior to the advertisement of the Project construction contract upon, sixty (60) days written notice.

2. It is understood and agreed that, in the event the Town terminates this agreement at any time prior to the advertisement of the Project construction contract, upon sixty (60) days written notice, the State shall in no way be obligated to maintain said Project. In addition, the Town will be responsible for all costs associated with the Project, up to the time of cancellation, if cancelled by the Town.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
(Fax: 602-712-7424)

Town Manager
Town of Pinetop-Lakeside
1360 North Niels Hansen Lane
Lakeside, AZ 85929

8. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN of PINETOP - LAKESIDE, ARIZONA

STATE OF ARIZONA

Department of Transportation

By



LARRY VICARIO
Mayor

By



SUSAN TELLEZ
Contract Administrator

ATTEST

By



LESLIE WESSEL
Clerk of the Town

290ct20031y

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 03-663

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT, A.G. CONTRACT KR03 1325TRN, BETWEEN THE TOWN AND THE STATE OF ARIZONA.

WHEREAS, the Town of Pinetop-Lakeside is in agreement with the terms and conditions of the Intergovernmental Agreement between the Town and the State of Arizona, A.G. Contract No. KR03 1325TRN, regarding the SR 260 Lakeside Village Streetscape Sidewalk and Landscaping Improvements.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby approve the Intergovernmental Agreement with the State of Arizona, A.G. Contract No. KR03 1325TRN.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pinetop-Lakeside this 6th day of November 2003.

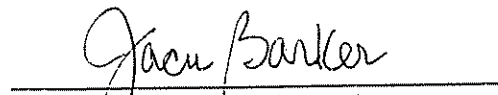
TOWN OF PINETOP-LAKESIDE


LARRY VICARIO, Mayor

ATTEST:


LESLÉE M. WESSEL, Town Clerk

APPROVED:


JACK BARKER, Town Attorney

APPROVAL OF THE TOWN OF PINETOP-LAKESIDE ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF PINETOP-LAKESIDE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20th day of November, 2003.

Jacu Barker
Town Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

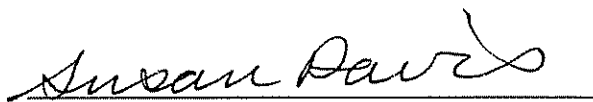
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1325TRN (JPA 03-006), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 3, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.